

**This amendment to the Memorandum of Understanding has been executed by representatives of the MORGAN HILL CITY COUNCIL (City) and representatives of the COMMUNITY SERVICE OFFICERS ASSOCIATION (Association).**

**1.0 ARTICLE 1 – TERM**

1.01 The term of this agreement shall commence April 1, 2009 and end June 30, 2013.

**6.0 ARTICLE 6 – SALARY, WAGES & PAID BENEFITS**

The salaries and wages paid by the City to all employees in the Unit will be in accordance with the job classifications they hold with pay rates to be increased by two (2%) percent effective September 1, 2009 (Exhibit B).

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The salaries and wages paid by the City to all employees in the Unit will be in accordance with the job classifications they hold with pay rates to be increased by one and one-half (1.5%) percent effective September 1, 2011 (Exhibit B).

The salaries and wages paid by the City to all employees in the Unit will be in accordance with the job classifications they hold with pay rates to be increased by one and one-half (1.5%) percent effective April 1, 2012 (Exhibit B).

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**9.0 ARTICLE 9 – MISCELLANEOUS BENEFITS**

9.11 For the term of this agreement, the City and the Association agree that there will be no cost sharing of the CalPERS employer contribution rate increases by CSOA members.

**9.31 Deferred Compensation Program**

For the term of this agreement, the City and Association agree to eliminate the City's contribution to a 457 deferred compensation plan.

## **10.0 ARTICLE 10 – MISC POLICIES AND PROCEDURES**

### **10.60 Contracting Out**

The City and CSOA acknowledge that the prospect of contracting public safety dispatching functions to another public agency is currently being studied.

Therefore, should the City of Morgan Hill contract out dispatch services to another agency during the term of this agreement, the City and CSOA mutually agree to the following criteria as related to the impact to employees classified in the Public Safety Dispatcher position should they become employees of another organization:

- A. Seniority with the City will be maintained and transferred to the contracting agency.
- B. In the event that the job classifications and salary ranges differ between agencies, placement of transferring Public Safety Dispatchers into the contracting agency's job classification and salary structure will occur as follows:
  - i. There will not be separate pay scales and Morgan Hill Public Safety Dispatchers will be positioned into the job classification in which they meet the minimum qualifications in regards to training, education, and experience.
  - ii. Once positioned into the contracting agency's job classification, Public Safety Dispatchers will be placed in the corresponding salary range and at the salary step that most closely aligns with their City of Morgan Hill salary step. At no time will a transferring Public Safety Dispatcher be placed at a rate of pay less than their current rate of pay and once they have successfully completed the other agency's training program, no Morgan Hill dispatcher will earn less than an employee of the merging agency for performing the same work.

**12.0 ARTICLE 12 – RATIFICATION**

- 12.01 This Memorandum of Understanding shall become effective April 1, 2009.
- 12.02 Unless mutually agreed otherwise by the City and the Association, the Association shall provide the City with its written requests on terms within the scope of representation for the period beginning July 1, 2013 between March 1, and March 30, 2013. The City and the Associations shall begin to meet and confer on or before April 1, 2013, unless mutually agreed otherwise.